MEMORANDUM OF UNDERSTANDING

BETWEEN

THE VANUATU GOVERNMENT AND THE VICTORIA VANUATU PHYSICIANS SOCIETY

(Copy)

This Memorandum records the understanding reached at Port Vila this 16th day of June, 1994

BETWEEN

The Government of the Republic of Vanuatu represented by its Minister of Health (hereinafter called the Government or the Employer) of the one part

AND

The Victoria Vanuatu Physicians Society, (hereinafter referred to as ViVa) of the other part.

WHEREAS:

1. ViVa is a Canadian, non-profit-making Society;
2. ViVa has been placing physicians at Lenakel Hospital on Tanna since 1991 and has expressed the desire to continue in the future; and
3. the Government has welcomed and co-operated with the work of ViVa.

NOW THEREFORE it is agreed as follows:

SECTION A: RESPONSIBILITIES OF ViVa

ARTICLE A1:

That ViVa will nominate a qualified Medical Doctor for the position of Medical Superintendent at Lenakel Hospital. The Government may recommend the ViVa doctor be hired. The Government shall be the Employer and will provide to ViVa an Employer Undertaking Form outlining terms, conditions and obligations. Both parties will endeavour to complete the approval process at least six (6) months before the Doctor's arrival.

ARTICLE A2:

ViVa shall continue to place a Medical Doctor at Lenakel Hospital for a term of six and one half months. There shall be a minimum of a two week hand over period in order that coordinated medical services be available at the Southern District Hospital. ViVa shall provide experienced Doctors to work in Vanuatu with the understanding that the Vanuatu Government is making every effort to recruit, train and support Ni-Vanuatu health workers.

ARTICLE A3:

That, at the request of the Government, ViVa may agree to screen and select candidates from Canada to be placed in other Medical Positions within Vanuatu for various time periods. The final selection would be made by the Government. These other physicians or health workers shall be covered by all applicable provisions of this Agreement.

ARTICLE A4:

Unless otherwise negotiated, ViVa will be responsible for costs associated with screening, interviewing, language training and travel to and from Vanuatu for all candidates.

ARTICLE A5:

ViVa will communicate with and will support the ViVa Doctors in Vanuatu by telephone and FAX to provide technical and personal assistance while working in Vanuatu.

SECTION B: GOVERNMENT RESPONSIBILITIES

The Government will support ViVa Doctors working in Vanuatu in the following manner:

ARTICLE B1:

The Employer will ensure that all immigration requirements and other formalities regulating the employment of foreign nationals are completed in a timely manner in order to ensure the Doctor is provided with the necessary status to work in Vanuatu.

ARTICLE B2:

The Government will grant ViVa Doctors and their families work permits and residency permits gratis. The Government will facilitate entry and exit permits for visiting ViVa staff and other personnel to assist in the evaluation or implementation of ViVa activities.

ARTICLE B3:

The Government will ensure that ViVa doctors will be assisted by all Government authorities and Departments in the performance of their tasks.

ARTICLE B4:

The Government will exempt ViVa from payment of import duties and taxes, export duties and port tax on new or used professional and office equipment, project vehicles, tools and supplies. Household and personal effects will be exempted from import duties or service taxes by virtue of the Vanuatu Customs Tariff X.20 Schedule III and IV and further provided that such goods are imported within the first six (6) months of arrival into Vanuatu.

ViVa undertakes not to sell, trade, exchange, hire out, or otherwise dispose of the goods specified within three (3) years of the date of purchase unless prior approval has been obtained from the Director of Customs and Taxes, in which case, full duties will be paid on the value of the goods at the date of sale.

ARTICLE B5:

The Government will ensure that adequate protection will be provided for the persons and property of ViVa, the doctors, their families and other staff.

ARTICLE B6:

All ViVa Doctors shall be immune from suit and legal process in respect to responsible acts done, or omitted to be done in the course of performance of authorized official duties.

SECTION C: FINANCIAL SUPPORT

The Government, ViVa and other groups shall provide financial support for the Doctors, their families and the Lenakel Hospital in the following manner:

ARTICLE C1:

The Government will ensure that all ViVa Doctors shall receive the applicable local salary and other benefits appropriate to the position of Medical Superintendent. Cost of living, spousal, family, isolation and other applicable allowances shall be added to the salary so that local expenses of providing for a household can be met.

ARTICLE C2:

The employer shall provide gratis suitable furnished accommodation including a cooker and refrigerator. A reasonable allowance shall be given for cooking gas, water, electricity and basic telephone rental. Long distance telephone charges are the responsibility of the ViVa Doctor.

ARTICLE C3:

The employer shall provide a per diem living allowance and accommodation expenses upon arrival in the country and departure at the end of the contract. The rate of the allowance will be in accordance with Public Service Regulations. The allowance will include air travel to Tanna from Port Vila and return.

ARTICLE C4:

The ViVa Doctor shall cooperate with International High Commissions, international funds and non-governmental agencies to facilitate aid grants for worthy projects in the TAFEA District. The Doctor will communicate and work with the Planning Office of the Department of Health, Public Works and the National Planning Office to provide technical advice and assistance to ensure donated funds are utilized in an effective manner.

ARTICLE C5:

ViVa is a registered Society with tax-deductible status in Canada and shall receive funds which are donated by individuals or groups in Canada and transfer them to its account in Vanuatu. The funds shall be used at the sole discretion of the ViVa Doctor for any project, purpose or undertaking for the Doctor's family, Lenakel Hospital, the Staff, the Staff Housing, the Doctors House, patient or staff education or the promotion or improvement of the health of the people of the TAFEA region.

SECTION D: AMENDMENTS

ARTICLE D1:

This Memorandum of Understanding may be amended or altered at any time at the request of either party, upon the written, signed and dated agreement of both parties.

SECTION E: TERMINATION

ARTICLE E1:

This Memorandum of Understanding may be terminated by either party by written notice given at least six months in advance of such termination taking place.

SECTION F: COMMENCEMENT

ARTICLE F1:
This Memorandum of Understanding shall come into force on the date of its signature by both parties.

SIGNED in Port Vila the day and year aformentioned.

FOR THE GOVERNMENT

Dr. Edward Tambisari
Minister of Health

Witness

FOR THE VICTORIA VANUATU PHYSICIANS SOCIETY

Dr. Dennis Galvon
ViVa Physician

Witness